

SECTION 2 - SPECIAL TERMS AND CONDITIONS**2.1 PURPOSE**

The purpose of this solicitation is to establish a contract for the purchase of various chemicals used in swimming pools and/or fountains located throughout the County and maintained by various Miami-Dade County Departments.

2.2 CONTRACT TERM: SIXTY (60) MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department (ISD) Procurement Management Services Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the sixtieth (60) month of the contract term

2.3 METHOD OF AWARD: To Lowest Priced Bidder by Group

Award of this contract will be made to the lowest responsive, responsible Bidder on a group-by-group basis. To be considered for award for a given group, the vendor shall offer prices for all items within the given group. The County will then select the Bidder for award for each group by totaling either the unit prices for all of the items within each group, or if so structured, by totaling the extended pricing for each item within each group. If a Bidder fails to submit an offer for all items within the group, its offer for that specific group may be rejected.

The groups to be awarded are as follows:

Group A: Delivery or Pick-up of Various Pool Chemicals

Group B: Bulk (Tanker Truck) Delivery of Sodium Hypochlorite, Liquid Bleach

Bidders must clearly state the manufacturer, brand name and pack size for the items being offered on their bid submittal. The unit of measure specified in the bid submittal is being utilized for price comparison and bid evaluation purpose only. Bidders may offer alternate pack sizes but must submit pricing for the unit of measure stipulated, to allow for proper bid evaluation.

MINIMUM QUALIFICATIONS:**1. Bidder shall be manufacturer and/or authorized distributor for the chemicals:**

Provide a current letter (within the last 12 months from bid submission) from the product and/or parts manufacturer, stating that the Bidder is a manufacturer or authorized distributor. This letter must be signed and presented on the manufacturers' letterhead with the contact person name and phone number.

Or

Bidder shall be a reseller:

Provide a current letter (within the last 12 months from bid submission) from the authorized distributor, stating that the Bidder is an authorized reseller. This letter must be signed and presented on authorized distributor's letterhead with the contact person name and phone number.

2. Bidder must be regularly engaged in providing Swimming Pool Chemicals. Bidder shall provide three (3) Commercial Business and/or Government Agencies' references for which Bidder shall have provided Swimming Pool Chemicals for a minimum of 1 year. The following information shall be provided for each reference:
 - a) company name,
 - b) mailing address,
 - c) contact person and title,
 - d) telephone number,
 - e) e-mail address, and
 - f) brief description of services and/ or products provided.

2.4 PRICING:

The Bidder's price quoted shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the contractor will be disallowed.

The prices proposed by the awarded Bidder shall remain fixed for a period of one (1) year after the commencement of the contract. After this period, the awarded Bidder may submit a price adjustment request annually to the County based on the most recent annual index of the following: **Consumer Price Index (CPI), All Urban Consumers, All Items, Miami/Ft. Lauderdale Area.**

It is the awarded Bidder responsibility to request any price adjustment under this provision. For any adjustment to be considered it must be submitted 90 days prior to expiration of the then one (1) year period. The County reserves the right to reject any price adjustments submitted by the awarded Bidder.

The County reserves the right to negotiate lower pricing for any subsequent one (1) year period based on market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the one (1) year period based on the downward movement of the applicable index.

2.5 DELIVERY**A. DELIVERY TIME**

The awarded Bidder shall make deliveries within five (5) business days after the date of the order. All deliveries shall be made in accordance with good commercial practice and

all required delivery timeframes shall be adhered to by the awarded Bidder(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County. All items provided must be in the original manufacturers packaging to include product information and description of intended and or/proper use of product.

Designated County employees may be authorized to pick-up required products under this contract. User departments will provide written consent to the awarded Bidder of such authorized employees prior to the scheduled pick-up. The awarded Bidder shall maintain a copy of the authorization on file for future reference. If the awarded Bidder is in doubt of any aspect of product pick-up, the awarded Bidder shall contact the appropriate user department to confirm the authorization.

B. PACKING SLIP/DELIVERY TICKET

The awarded Bidder shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this Solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and backorder quantities and estimated delivery of backorders if applicable.

2.6 INSURANCE REQUIREMENTS FOR GROUP B ONLY.

The following supersedes the insurance coverage as stipulated in Section 1, General Terms and Conditions, Subsection 1.21. All other requirements of this section remain the same.

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

NOTE: There are no insurance requirements for Group A due to the delivery method.

2.7 COMPLIANCE

A. FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

B. POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the Bidder through the Permitting, Environmental and Regulatory Affairs (PERA), 701 NW 1st Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

2.8 AVAILABILITY OF CONTRACT TO OTHER COUNTY DEPARTMENTS:

Although this Solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the awarded Bidder(s) at the contract price(s) established herein. Under these circumstances, a separate purchase order shall be issued by the County, which identifies the requirements of the additional County department(s) or agency (ies).

2.9 ITEMS MAY BE ADDED OR DELETED:

It is hereby agreed and understood that similar or additional items may be added to the contract at the County's option. It is also agreed and understood that the County may add or delete items on this contract at the County's option. Awarded Bidder(s) under this contract may be invited to submit price quotes for these additional items. If these quotes are determined to be fair and reasonable, then the additional items may be awarded to the current contract awarded Bidder(s) that offers the lowest acceptable pricing.

2.10 SUBSTITUTION OF ITEMS

Substitute items may be considered given that the substitute item is deemed acceptable for its intended use by the County. The bidder shall not deliver any substitute item as a replacement to an awarded item without the expressed or written consent of the requesting user department, prior to such delivery. Substitute items must be of equal or better quality and offered at the same or lower cost as the original product offered by the awarded Bidder.

2.11 SAMPLES/ PRODUCT ACCEPTANCE

The products to be provided the awarded Bidder shall be in full compliance with the

manufacturer specifications and deemed acceptable by the County for its intended use, as specified herein.

A. Samples

During the term of the contract, samples of the awarded Bidder's products may be randomly tested to ensure that the products are acceptable for its intended use. If the products are deemed unacceptable by the County, the County shall require an alternate product suitable for its intended use.

- B.** If the awarded Bidder's product is determined to not meet the specifications and requirements of this contract, the product will be returned at the awarded Bidder's expense. The County may allow the Bidder to provide an alternate item at the same cost as the product originally offered.

The awarded Bidder shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

SECTION 3 – TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The awarded Bidders shall provide and deliver the various chemicals for use in swimming pools and/or fountains. The required chemicals shall be delivered to locations throughout the County, as directed by the County's user department on an as-needed basis.

3.2 REQUIRED CHEMICALS FOR GROUPS A & B

1. Calcium Chloride Dehydrate
2. Calcium Hypochlorite Granular
3. Sodium Bicarbonate
4. Cyanuric Acid
5. Sodium Hypochlorite, Liquid Bleach
6. 3" Trichloro Tablet
7. Muriatic Acid
8. Dry Algaecide
9. Sodium Sulfite
10. Sea Klear Algae Prevention & Remover
11. Pool Salts
12. Pulsar Plus Briquettes
13. Truox
14. Phos Free
15. Hypochlorine Solution U.N. 1791

3.3 CHEMICALS MINIMUM REQUIREMENTS

All items, not listed in this section, must be quality products that are common to the Swimming Pool Maintenance Industry. The following are minimum requirements for specific chemicals:

CALCIUM HYPOCHLORITE: Product shall have a minimum of **65%** available chlorine in granular.

SODIUM BICARBONATE: Product shall be Sodium Acid Carbonate NaHCO_3 , commercial grade.

3" TRICHLORO TABLET: Product shall have a minimum of **89%** available chlorine with stabilizers.

3.4 CHEMICALS INTENDED PURPOSES

Awarded Bidder shall provide chemicals suitable for the intended purpose.

Intended purposes for items under Group A are as follows:

- Fire Department requires the uses of these pool chemicals for the training pool maintenance. These pool chemicals are placed within the pool system and it is dispensed as needed or required through the system itself (automated).
- Internal Services Department requires the uses of these pool chemicals to stabilize the water in the fountains.
- Police Department requires the uses of these pool chemicals for the training pool maintenance. These pool chemicals are placed within the pool system and it is dispensed as needed or required through the system itself (automated).
- Parks, Recreation and Open Spaces Department (PROS) require these pool chemicals for the maintenance of the public pools. These pool chemicals are placed within the pool system and it is dispensed as needed or required through the system itself (manually or automated).
- Vizcaya Department requires the uses of these pool chemicals to stabilize the water in the fountains and historic swimming pool (not for public use). It controls algae due to the elements not having filtration or proper water turn over. The chemicals are used just to minimize the algae growth and control the smell of water that does not get filtered. If chemicals were not used they would become stagnant.
- Water and Sewer Department requires the use of pool chemicals for cleaning purposes in several areas to include air scrubbers, fountains, and HVAC water treatment.

Intended purposes and delivery for chemical under Group B are as follows:

- PROS utilizes sodium hypochlorite, liquid bleach, in bulk for the maintenance of pools at the Miami Zoo. Due to the substantial usage, PROS requires bulk delivery. Usage of a tanker truck may be required for the delivery this chemical to PROS.